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Attorneys for Zedak Corp.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:	Chapter 11
In re	:	
	:	
LEHMAN BROTHERS HOLDINGS INC.,	:	Case No.: 08-13555 (JMP)
et al.,	:	
	:	
Debtor	:	
	:	
-----X	:	

**OBJECTION OF ZEDAK CORP. TO DEBTOR'S PROPOSED CURE
AMOUNT FOR ASSUMPTION AND ASSIGNMENT OF CONTRACTS**

Zedak Corp. ("Zedak"), a party to "IT Closing Date Contracts" proposed to be assumed and assigned by the Debtor to Barclays Capital, Inc., objects as follows to the Cure Amount asserted by the Debtor with respect to Zedak's contracts:

1. On or about August 9, 2005, Zedak and Lehman Brothers, Inc. ("LBI") entered into a Software License and Support Agreement concerning a computer application known as AAPM2, which is an application owned by Zedak and licensed to LBI.
2. On or about September 8, 2008, the parties executed a Software Support Renewal pursuant to which LBI elected to renew the term for the support services provided by Zedak

through August 9, 2009. In accordance with the terms of the Renewal, Zedak issued an Invoice to LBI on September 9, 2008, for the amount of \$98,000.

3. On or about September 9, 2008, Zedak and LBI executed a written contract known as "AAPM2 Change Order 6" (the "Change Order"). The Change Order authorized Zedak to make modifications to the computer application known as AAPM2. In accordance with the terms of the Change Order, Zedak issued an Invoice to LBI on September 9, 2008, for the amount of \$90,000.

4. Zedak has received no payment on either of the invoices. Accordingly, Zedak asserts that the Cure Amount for the Renewal is \$98,000, and the Cure Amount for the Change Order is \$90,000.

5. Attached are true copies of the Renewal, Change Order and the invoices referenced above.

6. Please note that Zedak no longer maintains offices at 400 Columbus Avenue, Valhalla, NY 10595. All communications to it, in this matter, other than by counsel should be directed to: Zedak Corp., c/o Jeffrey D. Moore, President, 23 Springvale Road, Croton-on-Hudson, NY 10520, or by telephone to (914) 773-0663.

WHEREFORE, Zedak respectfully requests that the Court condition any assumption and assignment of the IT Closing Date Contracts with Zedak on the immediate payment of \$188,000, the outstanding amount due to Zedak, and grant such other and further relief as the Court deems just and proper.

Dated: October 2, 2008

LEVETT ROCKWOOD P.C.

By: /s/ Robert Laplaca
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CERTIFICATION OF SERVICE

This is to certify that on the 2nd day of October, 2008, a copy of the foregoing ***Objection of Zedak Corp. to Debtor's Proposed Cure Amount for Assumption and Assignment of Contracts*** was filed electronically. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing. Parties may access this filing through the Court's CM/ECF system. A copy of the foregoing was also mailed to the following parties via first-class mail, postage prepaid:

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/s/ Robert Laplace

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